

# **Exhibit A**

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UNITED STATES DISTRICT COURT

NORTHERN DISTRICT OF CALIFORNIA, SAN FRANCISCO DIVISION

AARON SENNE, et al., Individually and on  
Behalf of All Those Similarly Situated;

Plaintiffs,

vs.

OFFICE OF THE COMMISSIONER OF  
BASEBALL, an unincorporated association  
doing business as MAJOR LEAGUE  
BASEBALL; et al.;

Defendants.

CASE NO. 3:14-cv-00608-RS

**CLASS ACTION**

**DEFENDANT ATLANTA NATIONAL  
LEAGUE BASEBALL CLUB, INC.,’S  
SECOND SUPPLEMENTAL  
OBJECTIONS AND ANSWERS TO  
PLAINTIFFS’ FIRST SET OF  
INTERROGATORIES TO PERSONAL  
JURISDICTION DEFENDANTS  
REGARDING PERSONAL  
JURISDICTION AND VENUE**

1 Pursuant to Rules 26 and 33 of the Federal Rules of Civil Procedure, as well as Local Civil  
2 Rule 33 of the Northern District of California, Defendant Atlanta National League Baseball Club,  
3 Inc. ("Defendant"), by and through its attorneys, Proskauer Rose LLP, hereby supplements its  
4 objections and answers to "Plaintiffs' First Set of Interrogatories to Certain Franchise Defendants  
5 regarding Personal Jurisdiction and Venue" (the "Interrogatories"), as follows:

6 These objections and answers reflect Defendant's present knowledge of the matters  
7 covered by the Interrogatories and its best efforts to identify the information responsive to those  
8 Interrogatories. Defendant's efforts are continuing, however, and it reserves the right to amend  
9 and/or supplement the objections and answers herein as may be necessary or appropriate.

### 10 11 GENERAL OBJECTIONS

12 Each of Defendant's objections and answers is subject to and incorporates the General  
13 Objections made in its initial Objections and Answers to Plaintiffs' First Set of Interrogatories to  
14 Certain Franchise Defendants regarding Personal Jurisdiction and Venue.

15 The following General Objections apply to the Interrogatories, which shall have the same  
16 force and effect as if they were fully set forth in response to each individually numbered  
17 Interrogatory:

18 1. Defendant objects to the Interrogatories, including the "Definitions" and  
19 "Instructions" sections contained in the Interrogatories, to the extent they seek to impose  
20 obligations on Defendant that are in addition to, or inconsistent with, those imposed by the Federal  
21 Rules of Civil Procedure (the "Federal Rules"), the Local Civil Rules for the Northern District of  
22 California (the "Local Civil Rules"), the Court's individual rules and/or standing orders.  
23 Defendant will apply the definitions and instructions established in Rules 26 and 33 of the Federal  
24 Rules and Local Civil Rule 33 and will answer the Interrogatories in accordance with those Rules  
25 and will not provide information insofar as such production exceeds the requirements of those  
26 Rules.

1           2.       Defendant objects to the “Definitions” section contained in the Interrogatories to  
2 the extent they are overbroad, beyond the scope of permissible discovery and/or seek information  
3 without proper limitation as to the scope of the limited discovery concerning the pending motions  
4 to dismiss for lack of personal jurisdiction and to transfer venue.

5           3.       Defendant objects to the Interrogatories insofar as they are vague and/or  
6 ambiguous, fail to identify the information sought with reasonable particularity, are overbroad,  
7 irrelevant and not reasonably calculated to lead to the discovery of admissible evidence and  
8 unduly burdensome.

9           4.       Defendant objects to the Interrogatories to the extent that they impermissibly  
10 infringe upon the privacy rights of third parties.

11          5.       Defendant objects to Plaintiffs’ definition of “Communications” in Paragraph 1 of  
12 the Definition section of the Interrogatories on the grounds that it is overbroad, seeks information  
13 not relevant to the subject matter of this action and goes beyond the scope of the limited discovery  
14 that Plaintiffs requested by motion and letter-brief in connection with opposing the pending  
15 motions to dismiss for lack of personal jurisdiction and to transfer venue, and to the extent it seeks  
16 to impose obligations on Defendant that are in addition to, or inconsistent with, those imposed by  
17 the Federal Rules, Local Civil Rules, the Court’s individual rules and/or standing orders.

18          6.       Defendant objects to Plaintiffs’ definitions of “Identify” in Paragraphs 3 and 4 of  
19 the Definition section of the Interrogatories (and the Interrogatories applying the definition) on the  
20 grounds that they are overbroad, unduly burdensome, impermissibly infringe upon privacy rights  
21 of third parties to the extent it calls for information like residential addresses, seek information not  
22 relevant to the subject matter of this action and go beyond the scope of the limited discovery that  
23 Plaintiffs requested by motion and letter-brief in connection with opposing the pending motions to  
24 dismiss for lack of personal jurisdiction and to transfer venue, and to the extent they seek to  
25 impose obligations on Defendant that are in addition to, or inconsistent with, those imposed by the  
26 Federal Rules, the Local Civil Rules, the Court’s individual rules and/or standing orders.

1           7. Defendant objects to Plaintiffs' definition of "Person" in Paragraph 6 of the  
2 Definition section of the Interrogatories (and the Interrogatories applying the definition) on the  
3 grounds that it is overbroad, unduly burdensome, seeks information not relevant to the subject  
4 matter of this action and goes beyond the scope of the limited discovery that Plaintiffs requested  
5 by motion and letter-brief in connection with opposing the pending motions to dismiss for lack of  
6 personal jurisdiction and to transfer venue, and to the extent it seeks to impose obligations on  
7 Defendant that are in addition to, or inconsistent with, those imposed by the Federal Rules, the  
8 Local Civil Rules, the Court's individual rules and/or standing orders.

9           8. Defendant objects to Plaintiffs' definition of "You" or "Your" in Paragraph 7 of the  
10 Definition section of the Interrogatories and as revised (and the Interrogatories applying the  
11 definition) on the grounds it is overbroad, vague and ambiguous, unduly burdensome,  
12 impermissibly infringes upon privacy rights of third parties, seeks information not relevant to the  
13 subject matter of this action and goes beyond the scope of the limited discovery that Plaintiffs  
14 requested by motion and letter-brief in connection with opposing the pending motions to dismiss  
15 for lack of personal jurisdiction and to transfer venue, and to the extent it seeks to impose  
16 obligations on Defendant that are in addition to, or inconsistent with, those imposed by the Federal  
17 Rules, the Local Civil Rules, the Court's individual rules and/or standing orders. Defendant also  
18 objects to the extent it seeks information without proper limitation as to temporal scope.

19           9. For purposes of Defendant's Objections and Answers to Plaintiffs' First Set of  
20 Interrogatories to Certain Franchise Defendants Regarding Personal Jurisdiction and Venue,  
21 Defendant applies the following definition: "You" or "Your" shall mean the Major League  
22 Baseball Club and/or the Club's minor league affiliate(s).

23           10. Defendant objects to Paragraphs 1 through 3 of the Instructions section of the  
24 Interrogatories to the extent they seek to impose obligations on Defendant that are in addition to,  
25 or inconsistent with, those imposed by the Federal Rules, the Local Civil Rules, the Court's  
26 individual rules and/or standing orders.

1 11. Defendant objects to Paragraph 4 of the Instructions section of the Interrogatories  
2 to the extent it seeks information without proper limitation as to temporal scope.

3 12. Defendant objects to the Interrogatories to the extent that they presume the  
4 existence of certain facts, or are based on assumptions, neither proven by Plaintiffs, nor admitted  
5 by Defendant. Defendant's willingness to answer any Interrogatory does not constitute in any  
6 manner Defendant's admission to any of the assertions set forth or assumed in the Interrogatories  
7 or constitute a waiver of Defendant's objections thereto.

8 13. Defendant objects to the Interrogatories to the extent they seek information created  
9 after the commencement of the instant lawsuit or for the purposes of, or in connection with, the  
10 instant litigation.

11 14. Defendant objects to the Interrogatories to the extent they call for the production of  
12 (i) confidential or proprietary business information relating to Defendant and/or (ii) confidential or  
13 proprietary information concerning individuals or entities who are not parties to this action ("third  
14 parties"). To the extent Defendant agrees to provide confidential or proprietary information, such  
15 production shall be subject to an appropriate Stipulated Protective Order to be executed by the  
16 parties.

17 15. Defendant reserves its right to supplement their Interrogatory answers in the event  
18 it discovers further information responsive to the Interrogatories, and also reserves its right to  
19 amend and/or supplement any answer or objection herein.

20 16. In providing these objections and answers to the Interrogatories, Defendant does  
21 not waive or intend to waive, but, on the contrary, reserves and intends to reserve:

- 22 a. all questions as to competency, authenticity, relevancy, materiality, privilege, and  
23 admissibility of the information provided hereunder or the subject matter thereof;  
24 b. the right to object on any ground to the use of the information provided hereunder  
25 or the subject matter thereof at any trial or hearing in this matter or in any related or  
26 subsequent action or proceeding;

1 c. the right to object on any ground at any time to a demand for further information or  
2 document production; and

3 d. the right at any time to revise, supplement, correct, or add to its answers.

4 17. To the extent that any information is provided in answer to an Interrogatory,  
5 Defendant will provide the responsive information once. Additionally, to the extent that  
6 Defendant references its answers or responses to other Interrogatories and/or Document Requests,  
7 Defendant's objections to the other Interrogatories and/or Document Requests are incorporated  
8 herein by reference.

9 18. These General Objections shall be deemed continuing throughout and incorporated  
10 into each and every one of the following specific objections and answers to the Interrogatories,  
11 whether or not expressly repeated in an answer to any particular Definition, Instruction or  
12 Interrogatory, unless otherwise noted. The statement of any specific objection in the following  
13 answers to the Interrogatories shall in no way waive or prejudice Defendant's assertion of the  
14 General Objections.

15 19. Defendant's objections and answers to the Interrogatories are without waiver of, or  
16 prejudice to, its right to later use additional documents or information not set forth or referred to in  
17 these answers to the Interrogatories. Any answer contained herein is also made with the express  
18 reservation of all rights pursuant to the Federal Rules, Local Civil Rules, the Court's individual  
19 rules and/or standing orders to supplement or amend these answers or to present evidence either  
20 discovered subsequent to the date hereof or the significance of which is later discovered.

21  
22 **SPECIFIC OBJECTIONS AND ANSWERS**

23 **INTERROGATORY NO. 1**

24 Identify each address at which you maintained an office or place of business or owned or leased  
25 property in California that is used in Your business.



**1 OBJECTION AND ANSWER TO INTERROGATORY NO. 1**

2 Subject to and without waiving the General Objections and incorporating those Objections  
3 herein, Defendant further objects to this Interrogatory on the grounds that it is not relevant to the  
4 limited discovery in connection with opposing the pending motion to transfer venue; is overbroad  
5 as to temporal scope; and is overbroad, vague and ambiguous with respect to the characterizations  
6 of “office,” “place of business,” “property” and “Your”.

7 Notwithstanding these objections and subject to and without waiving the foregoing  
8 General and Specific Objections, and in accordance with the Court’s June 27 Order, since January  
9 1, 2008, Defendant has not owned or leased any property in California.

10

**11 INTERROGATORY NO. 2**

12 Identify each Person (including but not limited to corporate officers or directors, owners, general  
13 managers, assistant general managers, special assistants to the general manager, pitching or hitting  
14 coordinators, directors of minor league operations, scouting directors, other coordinators and  
15 directors, roving instructors, minor league coaches or managers, area scouts, associate scouts or  
16 “bird dogs,” supervisor or regional scouts, cross-checkers, or pro-coverage scouts—either  
17 advanced MLB scouts or scouts covering the minor leagues) employed or contracted by You who  
18 has (i) lived in California, (ii) worked in California, (iii) traveled to California for Your business,  
19 (iv) attended any MLB or MiLB meeting, gathering or event in California, or (v) recruited any  
20 baseball player living in California or attending High School, College or Junior College in  
21 California.

22

**23 OBJECTION AND ANSWER TO INTERROGATORY NO. 2**

24 Subject to and without waiving the General Objections and incorporating those Objections  
25 herein, Defendant further objects to this Interrogatory on the grounds that it is overbroad as to  
26 temporal scope; is overbroad with respect to Plaintiffs’ definition of “Person”, “You” and “Your”;  
27 is overbroad, vague and ambiguous with respect to the use of the term “recruited”; and goes



beyond the scope of the limited discovery in connection with opposing the pending motions to dismiss for lack of personal jurisdiction and to transfer venue with respect to subparagraphs (iii) through (v). Defendant further objects to this Interrogatory – specifically, with respect to subparagraphs (iii) through (v) – on the grounds that it is overly broad and unduly burdensome.

Notwithstanding these objections and subject to and without waiving the foregoing General and Specific Objections, and in accordance with the Court's June 27 Order, in response to subparagraphs (i) and (ii), Defendant has identified below individuals employed by Defendant by name, title, current city and state of residence and current principal work location whose duties and responsibilities include minor league baseball operations and includes individuals identified by Plaintiffs in their initial disclosures. The list of individuals identified below is not exhaustive, and Defendant expressly reserves its right to supplement or modify this list.

| Name             | Title   | Principal Work Location  | City/State of Residence |
|------------------|---|--------------------------|-------------------------|
| Albert, Rick     | Hitting Coach                                     | Lake Buena Vista, FL     | ██████████, FL          |
| Alcantara, Ricky | Trainer   | Pearl, MS                | ██████████, TX          |
| Almarez, Johnny  | Director of International Scouting and Operations | Atlanta, GA              | ██████████, TX          |
| Bialas, David    | Minor League Field Coordinator                    | Orlando, FL              | ██████████, FL          |
| Blake, Robby     | Senior Payroll Manager                            | Atlanta, GA              | ██████████, GA          |
| Botelho, Derek   | Rehab Pitching Coordinator                        | Orlando, FL              | ██████████, IA          |
| Breeden, Joseph  | Roving Instructor - Catching                      | Orlando, FL              | ██████████, FL          |
| Clift, Justin    | Equipment Manager - Orlando                       | Orlando, FL              | ██████████, FL          |
| Coppolella, John | Assistant General Manager                         | Atlanta, GA              | ██████████, GA          |
| Craft, Dan       | Strength and Conditioning Coach - PT              | Orlando, FL/Danville, VA | ██████████, NY          |
| Cruz, Ivan       | Hitting Coach                                     | Danville, VA             | ██████████, FL          |

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| Name              | Title   | Principal Work Location | City/State of Residence |
|-------------------|---|-------------------------|-------------------------|
| Curry, Jason      | Strength and Conditioning Coach - PT          | Lawrenceville, GA       | [REDACTED] PA           |
| Damschroder, Kyle | Trainer                                       | Rome, GA                | [REDACTED] OH           |
| Dayton, Chris     | Strength and Conditioning Coach - PT          | Pearl, Mississippi      | [REDACTED] CA           |
| DeMacio, Tony     | Director of Scouting                          | Atlanta, GA             | [REDACTED] VA           |
| Dubee, Richard    | Pitching Coordinator                          | Orlando, FL             | [REDACTED] FL           |
| Elia, Lee         | Special Assistant to Player Development       | Orlando, FL             | [REDACTED] FL           |
| Garbey, Barbaro   | Coach   | Lake Buena Vista, FL    | [REDACTED] MI           |
| Gonzalez, James   | Assistant Strength & Conditioning Coordinator | Orlando, FL             | [REDACTED] FL           |
| Grabowski, Matt   | Baseball Operations Assistant                 | Atlanta, GA             | [REDACTED] GA           |
| Graus, Jason      | Trainer                                       | Lawrenceville, GA       | [REDACTED] GA           |
| Hernandez, Julio  | Trainer                                       | Orlando, FL             | [REDACTED] FL           |
| Holbert, Aaron    | Manager                                       | Pearl, MS               | [REDACTED], CA          |
| Ingle, Randy      | Manager                                       | Danville, VA            | [REDACTED] NC           |
| Ingram, Garey     | Batting Coach                                 | Lawrenceville, GA       | [REDACTED] GA           |
| Juras, Lara       | Vice President of Human Resources             | Atlanta, GA             | [REDACTED] GA           |
| Knight, Ron       | Baseball Operations Assistant                 | Atlanta, GA             | [REDACTED] GA           |
| Lewallyn, Dennis  | Pitching Coach                                | Pearl, MS               | [REDACTED] FL           |
| Lewis, Derrick    | Pitching Coach                                | Lynchburg, VA           | [REDACTED] NC           |
| Lopez, Juan       | Coach   | Lake Buena Vista, FL    | [REDACTED] FL           |
| Lopez, Luis       | Roving Instructor - Infield                   | Orlando, FL             | [REDACTED] PR           |

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| Name                 | Title  | Principal Work Location  | City/State of Residence |
|----------------------|--|--------------------------|-------------------------|
| Luat, Joseph         | Trainer  | Orlando, FL/Danville, VA | ██████ CA               |
| Luckert, Gabriel     | Pitching Coach                                     | Rome, GA                 | ██████ FL               |
| Manno, Bruce J.      | Vice President and Assistant GM/Player Development | Atlanta, GA              | ██████ GA               |
| Martinez, Jose       | Special Assistant to the GM & Player Development   | Orlando, FL              | ██████ FL               |
| Martinez, Willie     | Pitching Coach                                     | Lake Buena Vista, FL     | ██████ FL               |
| Mendez, Carlos       | Hitting Coach                                      | Lynchburg, VA            | ██████ DE               |
| Meyer, Dan           | Pitching Coach                                     | Danville, VA             | ██████████ FL           |
| Mitchell, Robert     | Roving Instructor - OF/Base Running                | Orlando, FL              | ██████ CA               |
| Moore, Bobby         | Batting Coach                                      | Rome, GA                 | ██████ GA               |
| Moore, Chip          | Chief Financial Officer                            | Atlanta, GA              | ██████ GA               |
| Moses, John          | Hitting Coach                                      | Pearl, MS                | ██████ AZ               |
| Mota Brito, Jose     | Coach  | Orlando, FL/Danville, VA | ██████ GA               |
| Nadell, Rick         | Strength and Conditioning Coach - PT               | Orlando, FL              | ██████ MA               |
| Nicholson, Billy     | Coach  | Lawrenceville, GA        | ██████ GA               |
| Oceguera, Marc       | Physical Therapist                                 | Orlando, FL              | ██████ CA               |
| Ortegon, Ronnie      | Hitting Coordinator                                | Orlando, FL              | ██████ TX               |
| Perez, Nestor        | Coach  | Rome, GA                 | ██████ FL               |
| Reed, Marty          | Pitching Coach                                     | Lawrenceville, GA        | ██████ FL               |
| Richardson, Ronnie   | Director of Minor League Operations                | Atlanta, GA              | ██████ GA               |
| Salazar, Luis        | Manager  | Lynchburg, VA            | ██████ FL               |
| Schuerholz, John     | President  | Atlanta, GA              | ██████ GA               |
| Schuerholz, Jonathan | Manager  | Rome, GA                 | ██████ GA               |

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| Name              | Title  | Principal Work Location | City/State of Residence |
|-------------------|--|-------------------------|-------------------------|
| Sheeks, Ryan      | Strength and Conditioning Coach - PT               | Lynchburg, VA           | [REDACTED], CA          |
| Slate, Rick       | Director, Strength and Conditioning                | Orlando, FL             | [REDACTED], FL          |
| Snitker, Brian    | Manager  | Lawrenceville, GA       | [REDACTED], GA          |
| Straus, Tim       | Coach  | Rome, GA                | [REDACTED], GA          |
| Toenjes, Joseph   | Trainer  | Lynchburg, VA           | [REDACTED], FL          |
| Wheeler, Rocket   | Manager  | Lake Buena Vista, FL    | [REDACTED], SC          |
| Williams, Richard | Special Assistant to the GM - Pitching Development | Orlando, FL             | [REDACTED], FL          |
| Witkowski, Frank  | Strength and Conditioning Coach - PT               | Rome, GA                | [REDACTED], FL          |
| Wren, Frank       | Executive Vice President and General Manager       | Atlanta, GA             | [REDACTED], GA          |

In further response to subparagraph (i), since January 1, 2008, Defendant has not had any owners, corporate officers or directors who have maintained their principal place of residence in California. In further response to subparagraph (ii), Defendant has identified below any Club employee whose employment has been based in California since January 1, 2008.

| Name                 | Title                    | Principal Work Location | Period of Time Employed in CA (During Relevant Period) |
|----------------------|--------------------------|-------------------------|--|
| Adams, Jr., Richard  | Area Scouting Supervisor | Colfax, CA              | 1/1/12 – Present                                       |
| Battista Jr., Thomas | Regional Cross Checker   | Thousand Oaks, CA       | 1/1/08 – 12/31/09                                      |
| Clemmens, Blaine     | Area Scouting Supervisor | Petaluma, CA            | 1/1/08 – 12/31/09                                      |
| Davis, Thomas        | Regional Cross Checker   | Ripon, CA               | 11/1/09 – Present                                      |
| Hunter, Brian        | Area Scouting Supervisor | Lakewood, CA            | 1/1/08 – 12/31/11                                      |

| Name              | Title                    | Principal Work Location | Period of Time Employed in CA (During Relevant Period) |
|-------------------|--------------------------|-------------------------|--|
| Leavitt, Steven   | Area Scouting Supervisor | Huntington Beach, CA    | 11/1/09 – Present                                      |
| Moore, Timothy    | Area Scouting Supervisor | Elk Grove, CA           | 1/1/08 – 12/31/11                                      |
| Spiers, Michael   | Professional Scout       | San Bernadino, CA       | 1/1/08 – 12/31/09                                      |
| Wadsworth, Robert | Area Scouting Supervisor | Westminister, CA        | 1/1/08 – 12/31/09                                      |

In response to subparagraph (iv), and notwithstanding Defendant's specific objection that the request is overly broad and unduly burdensome and not relevant to the pending motions, pursuant to Rule 33(c), Defendant refers to a document identifying the location of each formal MLB meeting that took place or was scheduled to take place since January 1, 2008. *See Attachment #1 for Personal Jurisdiction Defendants – MLB Meetings.* For purposes of Defendant's answer to this Interrogatory, upon information belief, a representative from the Defendant Club was present at each meeting referenced herein.

Defendant's answers to this Interrogatory do not constitute an acknowledgement or representation that the individuals identified have knowledge or information concerning any claims and defenses, and shall not be construed as a waiver of any objection Defendant may assert at the appropriate time, all of which are hereby expressly preserved. Defendant also reserves its rights to rely on the testimony of individuals who are not identified above, consistent with the Federal Rules, Local Civil Rules, the Court's individual rules and/or standing orders.

## **SUPPLEMENTAL OBJECTION AND ANSWER TO INTERROGATORY NO. 2**

Subject to and without waiving the General Objections and the objections stated in Defendant's Objection and Answer to Interrogatory No. 2 and incorporating those objections herein, Defendant identifies the following individuals whose employment was not based on California as having made the following approximate number trips per year to California from 2008 through the present, for the purpose of scouting and/or recruiting amateur players:

| Name               | Title                    | Trips to California                |
|--------------------|--------------------------|------------------------------------|
| Dick Balderson     | Special Assistant to GM  | 5 trips/year in 2008-2012          |
| Bill Bliss         | Area Supervisor          | 10 or more trips/year since 2009   |
| Brian Bridges      | Southeast Cross-Checker  | 5-7 trips/year since 2008          |
| Roy Clark          | Director of Scouting     | 3-4 trips/year in 2008-2009        |
| Tim Conroy         | Special Assistant to GM  | 5 trips/year in 2008-2012          |
| Tony DeMacio       | Director of Scouting     | 3-4 trips/year since 2009          |
| Brett Evert        | Area Supervisor          | 10 or more trips/year since 2008   |
| Paul Faulk         | East Coast Cross-Checker | 5-7 trips/year in 2008-2009        |
| John Flannery      | National Cross-Checker   | 5-7 trips/year since 2009          |
| Steve Fleming      | East Coast Supervisor    | 10 or more trips/year in 2008-2009 |
| Jim Fregosi        | Special Assistant to GM  | 5 trips/year in 2008-2013          |
| Jerry Jordan       | National Cross-Checker   | 5-7 trips/year in 2008-2009        |
| Chris Knabenshue   | Area Supervisor          | 10 or more trips/year since 2008   |
| James Merriweather | Southwest Cross-Checker  | 5-7 trips/year since 2009          |
| Deron Rombach      | National Cross-Checker   | 5-7 trips/year since 2009          |
| Jeff Schugel       | Special Assistant to GM  | 5 trips/year in 2014               |
| Brad Sloan         | Special Assistant to GM  | 5 trips/year in 2013-2014          |
| Terry R. Tripp     | Midwest Cross-Checker    | 5-7 trips/year since 2008          |
| Darin Vaughan      | Area Supervisor          | 10 or more trips in 2014           |
| Bobby Wine         | Advance Scout            | 3-4 trips/year in 2008             |

**INTERROGATORY NO. 3**

For each Person Identified in response to Interrogatory number 2(i), state:

- a. The Person's city of residence;
- b. The city in which the Person has maintained his place of business;
- c. The time period that such person lived in California while employed or contracted by You; and
- d. The Person's title and scope of responsibility.

**OBJECTION AND ANSWER TO INTERROGATORY NO. 3**

Subject to and without waiving the General Objections and incorporating those Objections herein, Defendant's Objection and Answer to Interrogatory No. 2 is incorporated as if fully set forth herein. Defendant further objects to this Interrogatory to the extent that it seeks the individual's "scope of responsibility," which is vague and ambiguous, not relevant to the limited



1 discovery in connection with opposing the pending motions to dismiss for lack of personal  
2 jurisdiction and to transfer venue, and is unduly burdensome. Defendant also objects to this  
3 Interrogatory to the extent it seeks the individual's city of residence and the city in which the  
4 individual has maintained a place of business, which goes beyond the scope of the limited  
5 discovery in connection with opposing the pending motions to dismiss for lack of personal  
6 jurisdiction and to transfer venue.

7 Notwithstanding these objections and subject to and without waiving the foregoing  
8 General and Specific Objections, and in accordance with the Court's June 27 Order, Defendant  
9 refers Plaintiffs to its Objection and Answer to Interrogatory No. 2.

10

11 **INTERROGATORY NO. 4**

12 For each Person Identified in response to Interrogatory number 2(ii)-(v), state:

- 13 a. The Person's city of residence;
- 14 b. The city in which the Person has maintained his place of business;
- 15 c. The purpose and duration of the Person's presence in California for each occasion he or  
16 she was in California; and
- 17 d. The Person's title and scope of responsibility.

18

19 **OBJECTION AND ANSWER TO INTERROGATORY NO. 4**

20 Subject to and without waiving the General Objections and incorporating those Objections  
21 herein, Defendant's Objections and Answers to Interrogatory Nos. 2 and 3 are incorporated as if  
22 fully set forth herein. Defendant further objects to this Interrogatory to the extent that it seeks the  
23 "purpose and duration of the Person's presence in California for each occasion he or she was in  
24 California" on the grounds that it is vague and ambiguous, not relevant to the limited discovery in  
25 connection with opposing the pending motions to dismiss for lack of personal jurisdiction and to  
26 transfer venue, and is unduly burdensome.

27 Notwithstanding these objections and subject to and without waiving the foregoing



1 General and Specific Objections, and in accordance with the Court's June 27 Order, Defendant  
2 refers Plaintiffs to its Objection and Answer to Interrogatory No. 2.

3  
4 **SUPPLEMENTAL OBJECTION AND ANSWER TO INTERROGATORY NO. 4**

5 Subject to and without waiving the General Objections and the objections stated in  
6 Defendant's Objection and Answer to Interrogatory No. 4 and incorporating those objections  
7 herein, Defendant refers Plaintiffs to its Supplemental Objection and Answer to Interrogatory No.  
8 2.

9  
10 **INTERROGATORY NO. 5**

11 For each year between 2008 and the present, state the number of California residents drafted by  
12 You or signed to a Minor League Uniform Player Contract by You.

13  
14 **OBJECTION AND ANSWER TO INTERROGATORY NO. 5**

15 Subject to and without waiving the General Objections and incorporating those Objections  
16 herein, Defendant further objects to this Interrogatory on the grounds that it is overbroad as to  
17 temporal scope, the characterization of "You" and the request for the number of California  
18 residents "signed to a Minor League Uniform Player Contract" which is not limited to putative  
19 class members; is vague and ambiguous as to the characterization of "California residents"; is not  
20 relevant to the limited discovery in connection with opposing the pending motions to dismiss for  
21 lack of personal jurisdiction and to transfer venue because, *inter alia*, the contacts of the named  
22 plaintiffs, rather than the absent putative class members, are determinative on such motions and  
23 that information is equally available to Plaintiffs; and is unduly burdensome.

24 Notwithstanding these objections and subject to and without waiving the foregoing  
25 General and Specific Objections, and in accordance with the Court's June 27 Order, Defendant has  
26 identified below the number of individuals selected in the Rule 4 Amateur Draft each year since  
27 2008 by the state in which their high school or college was located at the time of the draft.

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| State/Territory | 2008      | 2009      | 2010      | 2011      | 2012      | 2013      | 2014      |
|-----------------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|
| Alabama         | 4         | 2         | 3         | 1         | 1         | 3         | 2         |
| Arizona         | 1         | 2         | 0         | 2         | 0         | 1         | 1         |
| Arkansas        | 1         | 0         | 1         | 0         | 0         | 0         | 0         |
| California      | 4         | 7         | 9         | 5         | 3         | 7         | 4         |
| Colorado        | 0         | 1         | 0         | 0         | 0         | 0         | 3         |
| Connecticut     | 0         | 0         | 0         | 1         | 0         | 0         | 0         |
| Florida         | 2         | 5         | 2         | 2         | 6         | 4         | 3         |
| Georgia         | 10        | 7         | 1         | 1         | 6         | 4         | 3         |
| Hawaii          | 0         | 0         | 0         | 1         | 0         | 0         | 0         |
| Idaho           | 0         | 0         | 1         | 0         | 0         | 0         | 0         |
| Illinois        | 1         | 2         | 2         | 3         | 0         | 0         | 2         |
| Indiana         | 0         | 0         | 1         | 0         | 0         | 0         | 2         |
| Iowa            | 0         | 0         | 1         | 0         | 0         | 0         | 0         |
| Kansas          | 1         | 0         | 1         | 1         | 0         | 0         | 1         |
| Kentucky        | 1         | 0         | 0         | 6         | 0         | 0         | 0         |
| Louisiana       | 0         | 1         | 0         | 0         | 0         | 0         | 0         |
| Maryland        | 0         | 1         | 0         | 1         | 0         | 0         | 1         |
| Massachusetts   | 0         | 0         | 0         | 1         | 0         | 0         | 0         |
| Michigan        | 0         | 0         | 0         | 0         | 0         | 3         | 1         |
| Minnesota       | 1         | 0         | 1         | 1         | 0         | 1         | 0         |
| Mississippi     | 0         | 0         | 1         | 0         | 0         | 1         | 1         |
| Missouri        | 0         | 1         | 0         | 1         | 5         | 1         | 2         |
| Montana         | 0         | 0         | 0         | 0         | 1         | 0         | 0         |
| Nebraska        | 0         | 0         | 0         | 0         | 0         | 0         | 2         |
| Nevada          | 4         | 0         | 2         | 0         | 0         | 0         | 0         |
| New Jersey      | 0         | 3         | 0         | 0         | 0         | 0         | 0         |
| New Mexico      | 1         | 0         | 1         | 0         | 1         | 0         | 0         |
| New York        | 0         | 0         | 3         | 1         | 4         | 1         | 1         |
| North Carolina  | 4         | 3         | 1         | 1         | 3         | 1         | 3         |
| Ohio            | 0         | 0         | 1         | 0         | 1         | 0         | 0         |
| Oklahoma        | 0         | 0         | 1         | 2         | 0         | 1         | 2         |
| Oregon          | 0         | 0         | 2         | 1         | 0         | 0         | 0         |
| Pennsylvania    | 0         | 0         | 3         | 1         | 0         | 1         | 0         |
| Rhode Island    | 0         | 0         | 0         | 0         | 0         | 0         | 1         |
| South Carolina  | 4         | 5         | 2         | 3         | 2         | 1         | 1         |
| Tennessee       | 5         | 6         | 0         | 6         | 1         | 2         | 0         |
| Texas           | 5         | 1         | 6         | 5         | 4         | 4         | 3         |
| Utah            | 0         | 0         | 1         | 0         | 0         | 0         | 0         |
| Virginia        | 1         | 2         | 4         | 1         | 0         | 1         | 1         |
| Washington      | 1         | 0         | 0         | 1         | 2         | 1         | 0         |
| West Virginia   | 0         | 0         | 0         | 1         | 0         | 0         | 0         |
| Puerto Rico     | 0         | 0         | 0         | 0         | 0         | 2         | 0         |
| <b>Totals</b>   | <b>51</b> | <b>49</b> | <b>51</b> | <b>50</b> | <b>40</b> | <b>40</b> | <b>40</b> |

1

2 **INTERROGATORY NO. 6**

3 For each year between 2008 and the present, state the number of minor leaguers employed by You  
4 who maintained an off-season address in California.

5

6 **OBJECTION AND ANSWER TO INTERROGATORY NO. 6**

7 Subject to and without waiving the General Objections and incorporating those Objections  
8 herein, Defendant further objects to this Interrogatory on the grounds that it is overbroad as to  
9 temporal scope and the characterization of "You"; is vague and ambiguous as to the  
10 characterization of "off-season address"; is not relevant to the limited discovery in connection  
11 with opposing the pending motions to dismiss for lack of personal jurisdiction and to transfer  
12 venue because, *inter alia*, the contacts of the named plaintiffs, rather than the absent putative class  
13 members, are determinative on such motions and that information is equally available to Plaintiffs;  
14 and is unduly burdensome.

15

16 **INTERROGATORY NO. 7**

17 For each year between 2008 and the present, identify each off-season workout, conditioning or  
18 training packet, contract addenda (including an "Addendum C"), or any other communication  
19 relating to their employment You sent to minor leaguers identified in interrogatory number 6.

20

21 **OBJECTION AND ANSWER TO INTERROGATORY NO. 7**

22 Subject to and without waiving the General Objections and incorporating those Objections  
23 herein, Defendant further objects to this Interrogatory on the grounds that it is overbroad as to  
24 temporal scope and the characterization of "You"; is vague, ambiguous and unduly burdensome as  
25 to the characterization of "off-season workout, conditioning or training packet...or any other  
26 communication relating to their employment"; is not relevant to the limited discovery in  
27 connection with opposing the pending motions to dismiss for lack of personal jurisdiction and to

28

1 transfer venue because, *inter alia*, the contacts of the named plaintiffs, rather than the absent  
2 putative class members, are determinative on such motions and that information is equally  
3 available to Plaintiffs; is unduly burdensome; and is premature to the extent it seeks information  
4 pertaining to the merits of this action.

5 Notwithstanding these objections and subject to and without waiving the foregoing  
6 General and Specific Objections, and in accordance with the Court's June 27 Order, Defendant  
7 answers as follows: Since 2008, minor league players have been provided their workout programs  
8 at each affiliate location prior to the end of the season.

9  
10 **SUPPLEMENTAL OBJECTION AND ANSWER TO INTERROGATORY NO. 7**

11 Subject to and without waiving the General Objections and the objections stated in  
12 Defendant's Objection and Answer to Interrogatory No. 7 and incorporating those objections  
13 herein, Defendant has no responsive communications that were mailed to Named Plaintiff Matt  
14 Frevert.

15  
16 **INTERROGATORY NO. 8**

17 For each year between 2008 and the present, identify the number of minor leaguers that signed a  
18 Uniform Player Contract, any subsequent contract addenda (including "Addendum C"), or  
19 employment contract in California.

20  
21 **OBJECTION AND ANSWER TO INTERROGATORY NO. 8**

22 Subject to and without waiving the General Objections and incorporating those Objections  
23 herein, Defendant further objects to this Interrogatory on the grounds that it is not relevant to the  
24 limited discovery in connection with opposing the pending motions to dismiss for lack of personal  
25 jurisdiction and to transfer venue because, *inter alia*, the location of contract execution has no  
26 bearing on whether the Court can exercise personal jurisdiction over Defendant. Defendant also  
27 objects on the grounds that the Interrogatory is overbroad and unduly burdensome with respect to

1 temporal scope; is overbroad, unduly burdensome, vague and ambiguous with respect to the  
2 characterization of “minor leaguers” and “employment contract”; and is unduly burdensome to the  
3 extent that Defendant does not maintain records that indicate where the UPCs and/or Addenda Cs  
4 were executed.

5 Notwithstanding these objections and subject to and without waiving the foregoing  
6 General and Specific Objections, and in accordance with the Court’s June 27 Order, Defendant  
7 does not have a formal policy or practice with respect to the location of where minor league  
8 players sign their Uniform Player Contracts and/or Addenda Cs.

9  
10 **INTERROGATORY NO. 9**

11 Identify the date and location of each tryout You held in California, (Major League Rule 3(g)), and  
12 state:

- 13 a. The overall number of Persons (including those trying out) who attended;  
14 b. The number of California residents who attended, and the number from each other state as  
15 needed;  
16 c. The name and residence of the person who attended on Your behalf.

17  
18 **OBJECTION AND ANSWER TO INTERROGATORY NO. 9**

19 Subject to and without waiving the General Objections and incorporating those Objections  
20 herein, Defendant further objects to this Interrogatory on the grounds that it is not relevant to the  
21 limited discovery in connection with opposing the pending motions to dismiss for lack of personal  
22 jurisdiction and to transfer venue because, *inter alia*, whether Defendant conducts “tryouts” in  
23 California with individuals who have not yet provided services for Defendant pursuant to a  
24 Uniform Player Contract has no bearing on whether the Court can exercise personal jurisdiction  
25 over Defendant in California and/or whether the Middle District of Florida is the more convenient  
26 forum than the Northern District of California. Defendant also objects on the grounds that the  
27 Interrogatory is overbroad and unduly burdensome with respect to temporal scope and the

1 characterization of “You,” “Your” and “Persons”; is overbroad, unduly burdensome, vague and  
2 ambiguous with respect to the characterization of “tryout,” “California residents” and “Your  
3 behalf”; and is unduly burdensome. Defendant objects on the grounds that it is unable to verify  
4 whether an individual who participated in a tryout, pursuant to Major League Rule 3(g), is a  
5 “California resident.”

6 Notwithstanding these objections and subject to and without waiving the foregoing  
7 General and Specific Objections, and in accordance with the Court’s June 27 Order, Defendant  
8 answers as follows: Since January 1, 2008, Defendant has held an average of 16 tryouts per year,  
9 and no more than 24 in a given year pursuant to Major League Rule 3(g). The tryouts have been  
10 held in various states throughout the country, and only one of the 111 tryouts since January 1,  
11 2008 was held in California.

12  
13 **INTERROGATORY NO. 10**

14 Identify any revenue You have generated based on any activity occurring in California, whether  
15 the activity was performed by You or not, including revenue from licensing, merchandising,  
16 televised baseball games, ticket sales, the Base Plan (Article XXIV of the Basic Agreement), the  
17 Revenue Sharing Plan (Article XXIV of the Basic Agreement), the Supplemental Plan (Article  
18 XXIV of the Basic Agreement), the Commissioner’s Discretionary Fund (Article XXIV of the  
19 Basic Agreement), Major League Baseball Properties, Inc., or Major League Baseball Advanced  
20 Media, and state:

- 21 a. The amount of the revenue by Revenue Sharing Year or calendar year ;  
22 b. The source of the revenue by Revenue Sharing Year or calendar year.  
23

24 **OBJECTION AND ANSWER TO INTERROGATORY NO. 10**

25 Subject to and without waiving the General Objections and incorporating those Objections  
26 herein, Defendant further objects to this Interrogatory on the grounds that it is unduly burdensome  
27 and not relevant to the limited discovery in connection with opposing the pending motions to



1 dismiss for lack of personal jurisdiction and to transfer venue because, *inter alia*, revenue  
2 generated based on *any* activity in California, regardless of whether such activity was performed  
3 by Defendant, has no bearing on whether the Court may exercise personal jurisdiction over  
4 Defendant and/or whether the Middle District of Florida is a more convenient forum than the  
5 Northern District of California. Defendant further objects on the grounds that the request seeks  
6 proprietary and highly confidential financial information; is overbroad and unduly burdensome  
7 with respect to temporal scope; and is overbroad, unduly burdensome, vague and ambiguous with  
8 respect to the characterization of “revenue,” “any activity” and “You”.

9  
10 **SUPPLEMENTAL OBJECTION AND ANSWER TO INTERROGATORY NO. 10**

11 Subject to and without waiving the General Objections and the objections stated in  
12 Defendant’s Objection and Answer to Interrogatory No. 10 and incorporating those objections  
13 herein, Defendant refers Plaintiffs to Defendant The Office of the Commissioner of Baseball’s  
14 Supplemental Objection and Answer to Interrogatory No. 5.

15  
16 **INTERROGATORY NO. 11**

17 Identify each of Your employees for whom You have paid payroll taxes to the state of California  
18 due to work performed on Your behalf.

19  
20 **OBJECTION AND ANSWER TO INTERROGATORY NO. 11**

21 Subject to and without waiving the General Objections and incorporating those Objections  
22 herein, Defendant further objects to this Interrogatory on the grounds that it is not relevant to the  
23 limited discovery in connection with opposing the pending motions to dismiss for lack of personal  
24 jurisdiction and to transfer venue. Defendant further objects on the grounds that the Interrogatory  
25 seeks proprietary and confidential financial information; is overbroad with respect to temporal  
26 scope; and is overbroad, vague and ambiguous with respect to the characterization of “work,”  
27 “employees,” “You” and “Your”.



1 Notwithstanding these objections and subject to and without waiving the foregoing  
2 General and Specific Objections, and in accordance with the Court's June 27 Order, Defendant has  
3 paid payroll taxes to the state of California due to work performed on its behalf there for the  
4 following number of people (excluding Major League Players and Major League coaching staff)  
5 each year:

- 6 • 2008: 5 employees out of more than 2,000 total employees
- 7 • 2009: 7 employees out of more than 2,000 total employees
- 8 • 2010: 3 employees out of more than 2,000 total employees
- 9 • 2011: 3 employees out of more than 2,000 total employees
- 10 • 2012: 3 employees out of more than 2,000 total employees
- 11 • 2013: 3 employees out of more than 2,000 total employees

12  
13 **INTERROGATORY NO. 12**

14 Identify the amount of any taxes, including but not limited to income taxes, corporate, partnership  
15 or LLC taxes, local taxes, franchise taxes, licensing fees, franchise fees, fines, penalties,  
16 unemployment insurance, employment training tax, or state disability insurance You have paid to  
17 the state of California or any agency of the state of California.

18  
19 **OBJECTION AND ANSWER TO INTERROGATORY NO. 12**

20 Subject to and without waiving the General Objections and incorporating those Objections  
21 herein, Defendant further objects to this Interrogatory on the grounds that it is not relevant to the  
22 limited discovery in connection with opposing the pending motions to dismiss for lack of personal  
23 jurisdiction and to transfer venue. Defendant also objects on the grounds that the Interrogatory  
24 seeks proprietary and confidential financial information; is overbroad with respect to temporal  
25 scope and its characterization of "taxes"; and is overbroad, vague and ambiguous with respect to  
26 the characterization of "You" and "Your".

27 Notwithstanding these objections and subject to and without waiving the foregoing

1 General and Specific Objections, and in accordance with the Court's June 27 Order, since January  
2 1, 2008, Defendant has paid an annual Franchise Board Tax Fee of [REDACTED] to the state of California.  
3 In addition, Defendant has paid California State Unemployment Insurance taxes during this time  
4 period as follows (as compared to the percentage of total state unemployment insurance taxes  
5 paid): 2008 [REDACTED]; 2009 [REDACTED]; 2010 [REDACTED]; 2011 [REDACTED];  
6 2012 [REDACTED]; 2013 [REDACTED]. Further, Defendant has made no income tax  
7 payments to the state of California during this time period.

8  
9 **INTERROGATORY NO. 13**

10 Identify each lawsuit or workers compensation claim You have been a party to in California state  
11 or federal court, any California administrative tribunal, or arbitration located in California and  
12 state:

- 13 a. Whether You were the plaintiff / petitioner or defendant / respondent;  
14 b. The court or tribunal in which the matter was pending;  
15 c. The name of Your adversary;  
16 d. The nature of each action;  
17 e. If You were the defendant / respondent, whether You contest(ed) personal jurisdiction  
18 or venue.

19 This Interrogatory specifically includes the workers compensation matters identified on Exhibit A  
20 to these Interrogatories.

21  
22 **OBJECTION AND ANSWER TO INTERROGATORY NO. 13**

23 Subject to and without waiving the General Objections and incorporating those Objections  
24 herein, Defendant further objects to this Interrogatory on the grounds that it is not relevant to the  
25 limited discovery in connection with opposing the pending motions to dismiss for lack of personal  
26 jurisdiction and to transfer venue. Indeed, the extent to which Defendant may have been parties to  
27 an action or proceeding in California, and the particular related factual and legal issues

1 surrounding such action, has no bearing on whether Defendant has purposefully availed itself of  
2 the Court's forum sufficient for the Court to exercise personal jurisdiction over it. In addition, this  
3 Interrogatory has no relevance with regard to the pending motion to transfer venue. Defendant  
4 further objects on the grounds that the Interrogatory is overbroad in its entirety; and is specifically  
5 overbroad, vague and ambiguous with respect to the characterization of "You" and "Your".  
6

7 **SUPPLEMENTAL OBJECTION AND ANSWER TO INTERROGATORY NO. 13**

8 Subject to and without waiving the General Objections and the objections stated in  
9 Defendant's Objection and Answer to Interrogatory No. 13 and incorporating those Objections  
10 herein, from 2008 to the present, Defendant has not filed any lawsuits, cross-claims or  
11 counterclaims in California.  
12

13 **INTERROGATORY NO. 14**

14 Identify each possible witness who you contend will be inconvenienced by a trial of this case in  
15 the Northern District of California, the reason each will be inconvenienced, and the Person's city  
16 of residence and city of principal place of business.  
17

18 **OBJECTION AND ANSWER TO INTERROGATORY NO. 14**

19 Subject to and without waiving the General Objections and incorporating those Objections  
20 herein, Defendant's Objections and Answers to Interrogatory Nos. 2 through 4 are incorporated as  
21 if fully set forth herein. Defendant further objects to this Interrogatory on the grounds that it is  
22 overbroad with respect to Plaintiffs' definition of "Person"; and is overbroad and unduly  
23 burdensome with regard to the request that Defendant provides specific reasons for its answers.  
24 Defendant also objects to this Interrogatory on the grounds that Plaintiffs seek premature witness  
25 identification.  
26  
27

1 Notwithstanding these objections and subject to and without waiving the foregoing  
2 General and Specific Objections, and in accordance with the Court's June 27 Order, Defendant  
3 refers Plaintiffs to its Objection and Answer to Interrogatory No. 2.

4 Defendant's answers to this Interrogatory do not constitute an acknowledgement or  
5 representation that the individuals identified have knowledge or information concerning any  
6 claims and defenses, and shall not be construed as a waiver of any objection Defendant may assert  
7 at the appropriate time, all of which are hereby expressly preserved. Defendant also reserves its  
8 rights to rely on the testimony of individuals who are not identified in response to Defendant's  
9 Objection and Answer to Interrogatory No. 2, consistent with the Federal Rules, Local Civil  
10 Rules, the Court's individual rules and/or standing orders.

11  
12 **INTERROGATORY NO. 15**

13 Identify each first year player that You permitted to alter or change his Uniform Player Contract  
14 (other than the information provided in the addenda, such as personal information of the draftee,  
15 the signing bonus, if any, and college scholarship plan, if any).

16  
17 **OBJECTION AND ANSWER TO INTERROGATORY NO. 15**

18 Subject to and without waiving the General Objections and incorporating those Objections  
19 herein, Defendant further objects to this Interrogatory on the grounds that it is not relevant to the  
20 limited discovery in connection with opposing the pending motions to dismiss for lack of personal  
21 jurisdiction and to transfer venue because, *inter alia*, Plaintiffs' contention in this Interrogatory  
22 has no bearing on whether the Court may exercise personal jurisdiction over Defendant and/or  
23 whether the Middle District of Florida is the more convenient forum than the Northern District of  
24 California. Defendant further objects on the grounds that the Interrogatory seeks information  
25 pertaining to the merits of this action and is premature; is argumentative; and is an inappropriate  
26 contention interrogatory. Defendant also objects on the grounds that the Interrogatory is  
27 overbroad and unduly burdensome, in particular with respect to temporal scope; and is overbroad,

1 unduly burdensome, vague and ambiguous with respect to the characterization of “You” and “alter  
2 or change.”

3  
4 **INTERROGATORY NO. 16**

5 Have You ever been qualified, licensed or registered to do business in California? If yes, identify  
6 the years in which You were registered to do business in California and the reason You terminated  
7 the registration or otherwise failed to continue to be registered to do business in California.

8  
9 **OBJECTION AND ANSWER TO INTERROGATORY NO. 16**

10 Subject to and without waiving the General Objections and incorporating those Objections  
11 herein, Defendant further objects to this Interrogatory on the grounds that it is unduly burdensome  
12 and not relevant to the limited discovery in connection with opposing the pending motions to  
13 dismiss for lack of personal jurisdiction and to transfer venue. Defendant further objects on the  
14 grounds that the Interrogatory is overbroad with respect to temporal scope; and is overbroad,  
15 unduly burdensome, vague and ambiguous with respect to the characterization of “You” and  
16 Plaintiffs’ request for the “reason”, if any, the California business was terminated.

17 Notwithstanding these objections and subject to and without waiving the foregoing  
18 General and Specific Objections, and in accordance with the Court’s June 27 Order, since January  
19 1, 2008, Defendant has not been qualified, licensed or registered to do business in the state of  
20 California.

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1 Dated: October 23, 2014

Respectfully submitted,

2 /s/ Elise M. Bloom

3 Elise M. Bloom (*pro hac vice*)  
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25 St. Louis, MO 63101

26 *Attorneys for Plaintiffs*

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VERIFICATION

STATE OF Georgia )  
 COUNTY OF Fulton ) SS.:

I, Greg Heller being duly sworn, state that I am the SVP, General Counsel at Defendant Atlanta National League Baseball Club, Inc. and hereby verify under oath that I have read the Defendant Atlanta National League Baseball Club, Inc.'s Second Supplemental Objections and Answers to Plaintiffs' First Set of Interrogatories to Personal Jurisdiction Defendants Regarding Personal Jurisdiction and Venue and know the contents thereof. I am making this verification based on my personal knowledge, knowledge or information provided to me by other employees or agents of Defendant and/or gained from Defendant's records, except as to the matters stated to be alleged on information and belief; and as to those matters I believe them to be true.

Greg Heller

Sworn to before me this  
23<sup>rd</sup> day of October 2014

Eve Porter  
 Notary Public





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Attorneys for Defendant

**UNITED STATES DISTRICT COURT**

**NORTHERN DISTRICT OF CALIFORNIA, SAN FRANCISCO DIVISION**

AARON SENNE, et al., Individually and on  
 Behalf of All Those Similarly Situated;

CASE NO. 3:14-cv-00608-RS

Plaintiffs,

**CLASS ACTION**

vs.

**CERTIFICATE OF SERVICE**

OFFICE OF THE COMMISSIONER OF  
 BASEBALL, an unincorporated association  
 doing business as MAJOR LEAGUE  
 BASEBALL; et al.;

Defendants.

1 I hereby certify that on October 23, 2014, I caused to be served the following:

- 2 1. Defendant Atlanta National League Baseball Club, Inc.'s Second Supplemental Objections  
3 and Answers to Plaintiffs' First Set of Interrogatories to Personal Jurisdiction Defendants  
4 Regarding Personal Jurisdiction and Venue

5 by e-mail on the following counsel for Plaintiffs:

6 Garrett R. Broshuis, Esq.  
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16 Dated: New York, New York  
17 October 23, 2014

18 Respectfully submitted,

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